TORTS—INDUCING BREACH OF CONTRACT—JUSTIFICATION.—Where representatives of a labor union, for the purpose of securing steady employment for union men, knowing of the existence of a contract between the plaintiff and a manufacturer, induced the latter to break that contract, to the damage of the plaintiff, they were *held* liable for the resulting damage. *R. & W. Hat Shop v. Sculley* (Conn., 1922), 118 Atl. 55.

The principal case is in accord with the doctrine generally prevailing in England and America that it is an actionable wrong knowingly to induce a breach of contract without sufficient justification or excuse. *Lumley v. Gye*, 2 El. & B. 216; *Bowen v. Hall*, 6 Q. B. D. 333; *Quinn v. Leathem* (1901), App. Cas. 495. See ANN. CAS. 1916 E, 608, for collection of American authorities. Although this doctrine was only applied to cases involving contracts for personal service in the earlier decisions, modern courts have extended its application to contracts of all classes. *Wheeler-Stenzel Co. v. American Window Glass Co.*, 202 Mass. 471; *Kock v. Burgess*, 167 Ia. 727; *Bowen v. Speer* (Tex.), 166 S. W. 1183; *Jones v. Stanly*, 76 N. C. 355. A few jurisdictions, however, still restrict the doctrine to contracts for personal service. *Chambers & Marshall v. Baldwin*, 91 Ky. 121, 34 A. S. R. 165, 11 L. R. A. 545; *Glencoe Land and Gravel Co. v. Hudson Bros. Commission Co.*, 138 Mo. 439, 60 A. S. R. 560, 36 L. R. A. 804. The law is unsettled as to what constitutes sufficient justification or excuse for inducing a breach of contract. POLLOCK ON TORTS, Ed. 11, p. 346. In the principal case the promotion of self-interest and the absence of ill will toward the injured person were relied upon as a defense. It is well settled that the mere absence of ill will toward the injured party is no defense, *Tubular Rivet and Stud Co. v. Exeter Boot and Shoe Co.*, 159 Fed. 824, while pecuniary gain, whether in trade competition, *Cumberland Glass Mfg. Co. v. DeWitt*, 120 Md. 381, Ann. Cas. 1915 A. 702; *Beekman v. Marsters*, 195 Mass. 205, or in a conflict between employer and employee, *George Jonas Glass Co. v. Glass Bottle Blowers' Assn.*, 77 N. J. Eq. 219, is not sufficient justification to gain immunity for one who knowingly induces the breach of a contract. See BIGELOW ON TORTS, Ed. 8, Chapter 7, and 4 IOWA L. BUL. 210.

TORTS—MALICIOUS PROSECUTION—FUNCTIONS OF COURT AND JURY IN DETERMINING PROBABLE CAUSE.—In a recent New York case of malicious prosecution the court *held*, that when the facts are disputed, or, though undisputed, are susceptible of conflicting inferences as to probable cause, that question is one of fact for the jury. *Halsey v. New York Society for Suppression of Vice* (N. Y., 1922), 136 N. E. 219.

The general rule of the common law sustained by the overwhelming weight of authority both in England and America is that what facts, and whether particular facts, constitute probable cause, is always a question for the court, which it is error for him to submit to the decision of the jury. *Panton v. Williams*, 2 Q. B. 169; *Michael v. Matson*, 81 Kan. 360, L. R. A. 1915D, 1, and note; NEWELL, MAL. PROS. 276 *et seq.* While the general rule appears to have been altered by the principal case, many other cases in New York, however, sustain the result of the principal case. *Heyne v. Blair*,